

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:22-CV-22626-MOORE/LOUIS

ROCKY RAFAEL FERNANDEZ NAVARRO,

Plaintiff,

vs.

SELENIS TECHNOLOGIES LLC,  
VALERIO CERRON, AND UWE  
CERRON,

Defendants.

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**PLAINTIFF'S MOTION FOR ENTRY OF FINAL JUDGMENT**

Plaintiff, Rocky Rafael Fernandez Navarro, through his undersigned counsel, requests that the Court enter a Final Judgment in his favor and against Defendant, Selenis Technologies LLC ("Selenis"), based on the following:

1. Plaintiff sued Defendant for violating the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201, *et seq.*, by not paying him the minimum and overtime wages he earned, and for Breach of Contract and Unjust Enrichment. *See e.g., Jernigan v. 1st Stop Recovery, Inc.*, 2017 WL 3682332 (M.D. Fla. Aug. 25, 2017) (citing *Davis v. Abington Memorial Hosp.*, 765 F.3d 236, 244 (3d Cir. 2014); *Botting v. Goldstein*, 2015 WL 10324134 (S.D. Fla. Dec. 21, 2015); *Lundy v. Catholic Health Sys. of Long Island, Inc.*, 711 F. 3d 106 (2d Cir. 2013); and *Monahan v. Cty. Of Chesterfield, Va.*, 95 F.3d 1263, 1280 (4th Cir. 1996)). [ECF No 1].

2. On May 1, 2023, the Parties settled this case during a settlement conference before Honorable Magistrate Judge Lauren Fleischer Louis.

3. The Parties recorded the settlement terms into a formal Settlement Agreement, which was signed by Plaintiff on June 8, 2023 and signed by Defendant on June 14, 2023.<sup>1</sup> *See Exhibit A.*

4. Defendant was granted the opportunity to pay the full amount of the settlement, \$23,500.00, over six (6) installments.

5. The first installment of \$7,500.00 was to be paid “on or before 21 days from the date of Court Approval”. *See Exhibit A* at ¶ 2.

6. Paragraph 3 of the Settlement Agreement contains a Default Provision, which states that Plaintiff can seek a default judgment for the full \$23,500.00 if the Defendant fails to send any missed payments within ten (10) days of being notified of the breach. *Exhibit A* at ¶ 3.

7. Magistrate Judge Louis approved the settlement on May 3, 2023. [ECF No. 42].

8. The first installment was to be received at undersigned counsel’s office on May 24, 2023.

9. Defendant never sent the first installment of \$7,500.00 to undersigned counsel’s office.

10. On June 14, 2023, undersigned counsel spoke to defense counsel, Isaac Mamane, on the phone about the late payment, and Mr. Mamane said that he would attempt to get his client to comply with making payment.

11. Immediately after getting off the phone on June 14, undersigned counsel sent Mr. Mamane an email with subject line “Rocky Fernandez v Selenis - Default Provision - Payment Due in 10 days”.

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<sup>1</sup> The Settlement Agreement was executed in counterparts.

12. However, Plaintiff has not received any part of the settlement agreement as of the time of this writing.

13. Plaintiff now moves this Court for a default judgment of \$23,500.00 as contemplated in the Settlement Agreement's Default Provision.

**LOCAL RULE 7.1 CERTIFICATION**

Undersigned counsel conferred with Mr. Mamane over the phone on June 29, 2023, and Defendant takes no position on this Motion.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served through filing in the U.S. District Court's CM/EDF System on June 29, 2023, which will affect service on all who appear in this action.

s/Toussaint Cummings, Esq.  
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